

FILED
MAY 12 1980
SOUTH CAROLINA

REAL PROPERTY AGREEMENT

BOOK 1125 PAGE 689

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (hereinafter referred to as "Bank") to the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one (21) years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
- 2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: ALL that certain piece, parcel, or lot of land situate, lying, and being in the County of Greenville, State of South Carolina, located on the northern side of Tanner Road containing approximately 5.50 acres and having, according to a plat entitled "Property of D. L. Cunningham" prepared August 4, 1977, by C. O. Riddle, the following metes and bounds, to-wit: BEGINNING at an iron pin located along the right-of-way of Tanner Road and running thence with the right-of-way of said road N. 6-37 E. 106.55 feet to an iron pin; thence running N. 28-39 E. 100 feet to an iron pin; thence running N. 44-00 E. 75 feet to an iron pin; thence turning and running along the right-of-way of a future road as shown on the above mentioned plat in a northern direction 38 feet; thence turning and following the right-of-way of said future road N. 31-42 W.

That if default be made in the performance of any of the terms hereof, or if default be made in the payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge or jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legattes, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: Cindy R. Bishop
 Witness: [Signature]

[Signature] (L.S.)
[Signature] (L.S.)

Dated at: Bank of Greer, Taylors S.C.

May 9, 1980
 Date

State of South Carolina

County of Greenville

Personally appeared before me Cindy R. Bishop who, after being duly sworn, says that he saw
 (Witness)
 the within named E. Kenneth Faulkenberry, Frances B. Faulkenberry sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with L. Don Stokes
 (Witness)

witness the execution thereof.

Subscribed and sworn to before me
 this 9 day of May 1980

Cindy R. Bishop
 (Witness sign here)

[Signature]
 Notary Public, State of South Carolina
 My Commission expires May 12, 1980
 My Commission Expires May 12, 1980

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